



Melaine Wilson <melainewilson7@gmail.com>

Email Received

Hartman, April S <april_hartman@doioig.gov>
To: Melaine Wilson <melainewilson7@gmail.com>

Wed, Nov 16, 2022 at 9:08 AM

DOI OIG received your email regarding invocation of the Fort Laramie 1686 Treaty.

April S. Hartman

Investigative Analyst
Analyst Program Coordinator
Intake Management Unit

Authorities Used

Melaine R. Wilson
547 BIA 28
Wounded Knee, SD 57794

15 November 2022

Department of Interior Inspector General
1849 C Street NW - Mail Stop 4428
Washington, D.C. 20240

Oglala Sioux Tribe Finance Accountability Officer-Robert Palmier
P.O. Box 2070
Pine Ridge, SD 57794

Oglala Sioux Tribe Treasurer-Mason Big Crow
P.O. Box 2070
Pine Ridge, SD 57794

Oglala Sioux Tribe Council Members-et al
P.O. Box 2070
Pine Ridge, SD 57794

Bureau of Indian Affairs Comptroller-Dean Patton
P.O. Box 1203
Pine Ridge, South Dakota 57770

Bureau of Indian Affairs-Patrick Duffy
P.O. Box 1203
Pine Ridge, South Dakota 57770

Federal Bureau of Investigation-Rapid City, SD
3600 Jet Drive
Rapid City, SD 57701

WHISTLEBLOWER PROTECTION ACT

Department of Interior Inspector General, Mr. Palmier, Mr. Big Crow, Mr. Patton, and Mr. Duffy,

I am Oglala Lakota. I am Direct Descendant of 1868 Treaty Signers, Chief Red Cloud and First Oglala Sioux Tribe President-Frank G. Wilson. I am also a Direct Descendant of Chief Unpan Gleska-Chief Big Foot through his Grandson who Survived the Wounded Knee Massacre of 1890, James Pipe On Head. James Pipe On Head was voted in by all the other Wounded Knee Massacre Survivors as the President of the Wounded Knee Survivors Association.

James Pipe On Head, as the 1st President of the Wounded Knee Survivors Association and Frank G. Wilson, the 1st Oglala Sioux Tribe President, both Spoke in front of Congress to ask for Reparations. None were given in 1935. HR 2535.

I grew up here on the Pine Ridge Indian Reservation as an Orphan at 3 years old. I was in Foster Homes since I was 5 and they were in all the Districts across the Reservation. I have returned a Dr. of Procurement and Acquisitions (Business) and a Retired Contingency Contracting Officer-Federal Agent for Congress for Life when it comes to Federal Monies, Assets, and Lands. I have to be able to say "No" to the President of the United States when it comes to Federal Monies, Assets, Lands and Contracts, as not even POTUS can "Obligate Federal Monies, Assets, Lands", no other Position can accomplish this from the Congressional Level. Checks and Balances are in place to Protect Merits from Fraud, Waste and Abuse.

As both a Member of Treaty and of the Indian Reorganization Act as my 2 Great Grandfathers proved, worked together to help by making that incredibly long trip, they spoke of the horrible killings of innocent People of Big Foot's Band in Wounded Knee. Even of one man who was not quite yet dead, who was shot in the eye, but was buried with the rest of the mass grave Remains.

Last time I checked, the Red Cloud Indians Land, now Pine Ridge Indian Reservation, was supposed to be for ALL OF US. Not just Oglala Sioux Tribe Council Member and Bureau of Indian Affairs Realty Workers.

I, Oiyokipi Otacagawin, "An Outstanding Performer, Who Brings Happiness to Others, Who is a Woman" is my Oglala Name. As a Treaty Signer descendant from Chief Red Cloud, I am invoking my Fort Laramie Treaty of 1868 Rights. As an Orphan, become Dr., I am "My Own Society".

Per Article 1 of the Fort Laramie Treaty of 1868- "If bad men among the Whites OR among Other People subject to the Authority of the United States shall commit any wrong upon the person or Property of the Indians, the United States will, upon proof made to the Agent and Forwarded to the Commissioner of Indian Affairs at Washington City, proceed at once to cause the offender to be arrested and punished according to the laws of the United states ad also reimburse the injured person for the loss sustained."

As a Warranted Contracting Officer, it is my Authority to Interpret United States Contracts. The Treaty of 1868 at Fort Laramie has translated to me that the Bureau of Indian Affairs Workers (Realty) are Federal Workers who are paid in Federal Monies with Federal Authorities. I ask that Secretary of Interior punish them to the maximum extent and to dissolve their Enrollments, and if they have any Federal Benefits, like Retirement, Dental and Indian Health Hospital, that those Benefits be Revoked as well. I ask that their Beneficiaries become Disenrolled as well because those are the ones who are currently living on Illegal Trust Patent Lands/Illegal Fee Lands.

The BIA Realty Workers in Pine Ridge Agency are among Other People subject to the Authority of the United States per the 1868 Fort Laramie Treaty. These are Federal Monies that are shared from the United States Government to the Oglala Sioux Tribe. We, the People, are the Oglala Sioux Tribe. The Oglala Sioux Tribe Building is not the Oglala Sioux Tribe.

The Oglala Sioux Tribe Council Members are among Other People subject to the Authority of the United States per the 1868 Fort Laramie Treaty. The Oglala Sioux Tribe is under the Authority of the Howard-Wheeler Act of 1934, also referred to as the Indian Reorganization Act (IRA) Government. Chief Justice John Marshall in 1803 for Marbury vs. Madison, that Reservations are "Domestic Dependent Nations" and not "Foreign Nations". These are Federal Monies that are shared from the United States Government to the Oglala Sioux Tribe. We, the People, are the Oglala Sioux Tribe. The Oglala Sioux Tribe Building is not the Oglala Sioux Tribe.

The Oglala Sioux Tribe Finance Accountability Officer is among Other People subject to the Authority of the United States per the 1868 Fort Laramie Treaty. These are Federal Monies that are shared from the United States Government to the Oglala Sioux Tribe. We, the People, are the Oglala Sioux Tribe. The Oglala Sioux Tribe Building is not the Oglala Sioux Tribe.

The Oglala Sioux Tribe Treasurer is among Other People subject to the Authority of the United States per the 1868 Fort Laramie Treaty. These are Federal Monies that are shared from the United States Government to the Oglala Sioux Tribe. We, the People, are the Oglala Sioux Tribe. The Oglala Sioux Tribe Building is not the Oglala Sioux Tribe.

The BIA Comptroller is among Other People subject to the Authority of the United States per the 1868 Fort Laramie Treaty. These are Federal Monies that are shared from the United States Government to the Oglala Sioux Tribe. We, the People, are the Oglala Sioux Tribe. The Bureau of Indian Affairs Building is not the Oglala Sioux Tribe.

As a Treaty Obligation and Howard-Wheeler Act, Indian Reorganization Act Obligation, I Demand the following documents that are Intellectual Property of the Oglala Sioux Tribe Members per Oglala Sioux Tribe Constitution Tribal Codes-Administrative Operating Procedures, Records Management, Freedom of Information and Historic Site Preservation Code, et al: These are Federal Monies that are shared from the United States Government to the Oglala Sioux Tribe. We, the People, are the Oglala Sioux Tribe. The Oglala Sioux Tribe Building is not the Oglala Sioux Tribe.

- 1.) As per our 1868 Treaty, we the Oglala Sioux People, have the Right to ask the President of the United States to "Come Survey our Lands" at the Request of the Oglala Sioux People. I am People. I ask for a Land Audit to include ALL Land Transactions for Oglala County, Jackson County and Bennett County. Thousands and Thousands of Reservation Land is being Stolen through Illegal Trust Patents by Bureau of Indian Affairs Realty Office Workers. 50 Complaints already at the Department of Interior Inspector General's Office with at least 1,000 to be made. This should be from 1935, when the Howard-Wheeler Act gave us the Indian Reorganization Act rules for our Oglala Sioux Tribe Constitution.
- 2.) Monthly Incomes for ALL Oglala Sioux Tribe.

- 3.) Monthly Allocations for Each Community with Receipts for Each District.
- 4.) Monthly Allocations for Oglala Sioux Tribe Nursing Home and all Related Financial Documents. (Built as a "Foreign" Business and a Non-Profit Owned by a Non-Native, Gary Ruse). The Manager K. Janis makes \$30,000.00 a Month as the manager.
- 5.) Loans made by Each of the Oglala Sioux Tribe Council Members and Oglala Sioux Tribe Workers.
- 6.) Bonds made by the Oglala Sioux Tribe.
- 7.) Incorporation made by 2012 Oglala Sioux Tribe Council for \$6.1Million Debt Sale through D.A. Davidson Esquire in Oklahoma. This made the Oglala Sioux Tribe Members "Shareholders"
- 8.) Incorporation made by 2018 Oglala Sioux Tribe Council and Non-Native Gary Ruse is the Manager with undisclosed amount of for Pay. He owns other Business on the Pine Ridge Indian Reservation that have failed to include, Lakota Hope in White Clay, Nebraska.
- 9.) Prairie Winds Casino Incomes and Allocations and Bills. Oglala Sioux Tribe Council Member Ella John Carlow is married to the Manager, Bill Pourier. No money is ever accounted for and Non-Disclosure Agreements (Illegal) are presented to Workers. Oglala Sioux Tribe Council Member Garfield Steele and his brother Josh Steele are paid every single month and they don't even work there. Hatch Act and Department of Interior Secretary Order 1912 Broken.
- 10.) Monthly Reports to Oglala Sioux Tribe Council with Receipts for Each District.
- 11.) All Accountability for Vehicles with Receipts for each District.
- 12.) All Accountability of Youth Funds Received and Allocated with Receipts for each District.
- 13.) All Equipment with Receipts and Locations. Tractors, Land (Trust and Fee), et al.
- 14.) All Buildings with Custodian Receipts for both Income and Allocations with Receipts.
- 15.) Employee Personnel Information minus HIPPA Information. Who has jobs, pay scale level, duration, title, location, and work phone number.
- 16.) Number of Members for All Districts, both On and Off Reservation.
- 17.) Number of Communities for all Districts with Points of Contact.
- 18.) Number of Outside Employees-Such as Rockford School.
- 19.) Number of ICWA Children from All District Members and Status with Locations of Children.
- 20.) List of ALL Trust Patent Lands in All Districts with Plat Map for 1935-2022.
- 21.) List of ALL Fee Lands in All Districts with Plat Map for 1935-2022.
- 22.) List of All Businesses and Owners and Locations on Pine Ridge Indian Reservation.
- 23.) All Financial Accountability Documents from 2020-2022 for Monies, Lands, and Assets.

Mail all information to me within 360 days.

Regards,

Melaine R. Wilson

Melaine R. Wilson
U-25415
Oglala Lakota



Melaine Wilson <melainewilson7@gmail.com>

Response from DOI OIG

1 message

Hotline, OIG <OIG_Hotline@doioig.gov>

Mon, Nov 28, 2022 at 8:07 AM

To: Melaine Wilson <melainewilson7@gmail.com>

Good morning, Ms. Wilson,

The Department of the Interior, Office of Inspector General, has received your email and will add the information to the file. We will contact you if we have additional questions.

Thank you,

Intake Management Unit
Office of Inspector General
U.S. Department of the Interior

Dr. Melaine Wilson

23 November 2022

Retired USAF Contingency Contracting Officer

Oglala Sioux Tribe Member

547 BIA 28

Wounded Knee, SD 57794

President Joseph Biden

1600 Pennsylvania Ave N.W.

Washington D.C. 20500

Dear Commander In Chief Biden and Great White Father,

I humbly request that you provide an in-depth Land Transaction Audit with online access from 1910 to the Present. I request this through Invocation of my 1868 Fort Laramie Treaty Rights Article 6-Land Survey.

I am an Enrolled member of the Oglala Sioux Tribe. I grew up as an Orphan at 3 then into Foster Care across most of the Pine Ridge Indian Reservation and know that we as Indigenous People, are very connected with the Land.

When I was 18 years old, I left this Reservation as an Orphan and have returned a Dr. of Procurement and Acquisitions, also a Retired USAF Contingency Contracting Officer-Unlimited Warrant, specifically in case your Position became my one and only Customer. The only DOD Position known to be able to tell the POTUS, "No" when it comes to the obligation of Federal Monies, Lands and Assets if it were against the Law through the Federal Acquisition Regulation Part 3 against Fraud, Waste and Abuse.

I was trained through the DOD's Defense Acquisition University (DAU) and Webster University George Herbert Business School, where courses mirror DAU's courses for my Dr. Title through Procurement and Acquisitions as a Professional Degree.

Specifically, Article 6 regarding a Land Survey. I have come across some incredibly alarming Theft of Tribal Lands through the Bureau of Indian Affairs Realty Office Workers, into the thousands of Acres across Oglala, Jackson and some of Bennett County via Illegal Trust Patents that were submitted along Legal Trust Patents and their Status' changing over a span of at least 10 years to "Hide" Lands because most Oglala Sioux Tribe Members don't have the access to Plat Land Maps to show the Patterns of change throughout a decade or so.

Thousands and thousands of acres have been stolen from the Oglala Sioux Tribe Members by our own Kind, but those are the ones working in Federally Paid Positions in both the Bureau of Indian Affairs and the Oglala Sioux Tribe Council. The 2014 Land Buy Back Program is NOT responsible for this. Since approximately 1961, BIA Realty Workers have been helping themselves to our Tribal Land in all the Prime Agricultural Locations and Waterways and building huge ranches on them, by Illegal Trust Patents. They use a small, fractionated piece of land and take the Whole Tract. Imagine owning something the

size of a car then owning 1 mile by 1 mile tract of Land =640 Acres. Its all in how they are written in the Illegal Trust Patents are Illegal Contracts.

These actions have been keeping Oglala County one of the Poorest Counties in the United States. It's not because of Oglala Lakota's not wanting to build businesses, it's because there are a group of approximately 30 Oglala Sioux Tribe Members who have keep Disabled Veterans such as myself and Enrolled Members such as myself, at a disadvantage because they are in Prime Positions.

I have submitted 3 Liens against GAO, DOI, BIA and Oglala Sioux Tribe for Intellectual Property, Election Commission and Oglala Sioux Tribe Pine Ridge Indian Reservation Land Transaction Audit.

The Pine Ridge Agency Bureau of Indian Affairs Realty Office hides behind the 1974 Privacy Act and as a Former Security Manager for the USAF and I can state that there isn't anything about our Allotted or Tribal Trust Lands nor what is being Leased by BIA needs to be hidden behind that Authority from the Oglala Sioux Tribe Members.

We can have electronic accounts and use our Enrollment Numbers for the online access as one solution.

I have submitted approximately 50 Complaints with about 200 with another 800 ish to go.

Again, I graciously request that you, President of the United States, allow the Oglala Sioux Tribe Members Voices to be heard. Many of us want our Complaints about the Lands within the Pine Ridge Indian Reservation Tracts of Lands have a way of reviewing online the Audit of Land Transactions with Documentation for Each inch of Land. Stolen Lands from BIA have also crossed onto other Lakota Reservations by the same People in Pine Ridge Agency BIA Realty Office.

I'm asking that All Enrolled Tribes that are "Domestic Dependent Nations" as Chief Justice in 1803 describes Reservations, and specifically beginning with the Oglala Sioux Tribe and the Bureau of Indian Affairs on the Pine Ridge Indian Reservation, that our Land Transaction Audit be accomplished with Transparency Records for the Oglala Sioux Tribal Members and others served by Bureau of Indian Affairs.

Also, will you please forgive all my Student Loans for my Discoveries? Please.

Thank you,

Melaine R. Wilson

Dr. Melaine R. Wilson aka Oiyokipi Otacagawin

Oiyokipi Otacagawin

Pilamiya (Thank you),

Oiyokipi Otacagawin=An Outstanding Performer who brings Happiness to Others who is a Woman

DNA accomplished in 2017 reveals I am a Direct Descendant of Chief Red Cloud who is a Signer of the 1868 Treaty.

1868 Fort Laramie Treaty

Transcript

ARTICLES OF A TREATY MADE AND CONCLUDED BY AND BETWEEN

Lieutenant General William T. Sherman, General William S. Harney, General Alfred H. Terry, General O. O. Augur, J. B. Henderson, Nathaniel G. Taylor, John G. Sanborn, and Samuel F. Tappan, duly appointed commissioners on the part of the United States, and the different bands of the Sioux Nation of Indians, by their chiefs and headmen, whose names are hereto subscribed, they being duly authorized to act in the premises.

ARTICLE I.

From this day forward all war between the parties to this agreement shall for ever cease. The government of the United States desires peace, and its honor is hereby pledged to keep it. The Indians desire peace, and they now pledge their honor to maintain it.

If bad men among the whites, or among other people subject to the authority of the United States, shall commit any wrong upon the person or property of the Indians, the United States will, upon proof made to the agent, and forwarded to the Commissioner of Indian Affairs at Washington city, proceed at once to cause the offender to be arrested and punished according to the laws of the United States, and also reimburse the injured person for the loss sustained.

If bad men among the Indians shall commit a wrong or depredation upon the person or property of any one, white, black, or Indian, subject to the authority of the United States, and at peace therewith, the Indians herein named solemnly agree that they will, upon proof made to their agent, and notice by him, deliver up the wrongdoer to the United States, to be tried and punished according to its laws, and, in case they willfully refuse so to do, the person injured shall be reimbursed for his loss from the annuities, or other moneys due or to become due to them under this or other treaties made with the United States; and the President, on advising with the Commissioner of Indian Affairs, shall prescribe such rules and regulations for ascertaining damages under the provisions of this article as in his judgment may be proper, but no one sustaining loss while violating the provisions of this treaty, or the laws of the United States, shall be reimbursed therefor.

ARTICLE II.

The United States agrees that the following district of country, to wit, viz: commencing on the east bank of the Missouri river where the 46th parallel of north latitude crosses the same, thence along low-water mark down said east bank to a point opposite where the northern line of the State of Nebraska strikes the river, thence west across said river, and along the northern line of Nebraska to the 104th degree of longitude west from Greenwich, thence north on said meridian to a point where the 46th parallel of north latitude intercepts the same, thence due east along said parallel to the place of beginning; and in addition thereto, all existing reservations of the east bank of said river, shall be and the same is, set apart for

the absolute and undisturbed use and occupation of the Indians herein named, and for such other friendly tribes or individual Indians as from time to time they may be willing, with the consent of the United States, to admit amongst them; and the United States now solemnly agrees that no persons, except those herein designated and authorized so to do, and except such officers, agents, and employees of the government as may be authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article, or in such territory as may be added to this reservation for the use of said Indians, and henceforth they will and do hereby relinquish all claims or right in and to any portion of the United States or Territories, except such as is embraced within the limits aforesaid, and except as hereinafter provided.

ARTICLE III.

If it should appear from actual survey or other satisfactory examination of said tract of land that it contains less than 160 acres of tillable land for each person who, at the time, may be authorized to reside on it under the provisions of this treaty, and a very considerable number of such persons shall be disposed to commence cultivating the soil as farmers, the United States agrees to set apart, for the use of said Indians, as herein provided, such additional quantity of arable land, adjoining to said reservation, or as near to the same as it can be obtained, as may be required to provide the necessary amount.

ARTICLE IV.

The United States agrees, at its own proper expense, to construct, at some place on the Missouri river, near the centre of said reservation where timber and water may be convenient, the following buildings, to wit, a warehouse, a store-room for the use of the agent in storing goods belonging to the Indians, to cost not less than \$2,500; an agency building, for the residence of the agent, to cost not exceeding \$3,000; a residence for the physician, to cost not more than \$3,000; and five other buildings, for a carpenter, farmer, blacksmith, miller, and engineer-each to cost not exceeding \$2,000; also, a school-house, or mission building, so soon as a sufficient number of children can be induced by the agent to attend school, which shall not cost exceeding \$5,000.

The United States agrees further to cause to be erected on said reservation, near the other buildings herein authorized, a good steam circular saw-mill, with a grist-mill and shingle machine attached to the same, to cost not exceeding \$8,000.

ARTICLE V.

The United States agrees that the agent for said Indians shall in the future make his home at the agency building; that he shall reside among them, and keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint by and against the Indians as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined on him by law. In all cases of depredation on person or property he shall cause the evidence to be taken in writing and forwarded, together with his findings, to the Commissioner of Indian Affairs, whose

decision, subject to the revision of the Secretary of the Interior, shall be binding on the parties to this treaty.

ARTICLE VI.

If any individual belonging to said tribes of Indians, or legally incorporated with them, being the head of a family, shall desire to commence farming, he shall have the privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within said reservation, not exceeding three hundred and twenty acres in extent, which tract, when so selected, certified, and recorded in the "Land Book" as herein directed, shall cease to be held in common, but the same may be occupied and held in the exclusive possession of the person selecting it, and of his family, so long as he or they may continue to cultivate it.

Any person over eighteen years of age, not being the head of a family, may in like manner select and cause to be certified to him or her, for purposes of cultivation, a quantity of land, not exceeding eighty acres in extent, and thereupon be entitled to the exclusive possession of the same as above directed.

For each tract of land so selected a certificate, containing a description thereof and the name of the person selecting it, with a certificate endorsed thereon that the same has been recorded, shall be delivered to the party entitled to it, by the agent, after the same shall have been recorded by him in a book to be kept in his office, subject to inspection, which said book shall be known as the "Sioux Land Book."

The President may, at any time, order a survey of the reservation, and, when so surveyed, Congress shall provide for protecting the rights of said settlers in their improvements, and may fix the character of the title held by each. The United States may pass such laws on the subject of alienation and descent of property between the Indians and their descendants as may be thought proper. And it is further stipulated that any male Indians over eighteen years of age, of any band or tribe that is or shall hereafter become a party to this treaty, who now is or who shall hereafter become a resident or occupant of any reservation or territory not included in the tract of country designated and described in this treaty for the permanent home of the Indians, which is not mineral land, nor reserved by the United States for special purposes other than Indian occupation, and who shall have made improvements thereon of the value of two hundred dollars or more, and continuously occupied the same as a homestead for the term of three years, shall be entitled to receive from the United States a patent for one hundred and sixty acres of land including his said improvements, the same to be in the form of the legal subdivisions of the surveys of the public lands. Upon application in writing, sustained by the proof of two disinterested witnesses, made to the register of the local land office when the land sought to be entered is within a land district, and when the tract sought to be entered is not in any land district, then upon said application and proof being made to the Commissioner of the General Land Office, and the right of such Indian or Indians to enter such tract or tracts of land shall accrue and be perfect from the date of his first improvements thereon, and shall continue as long as he continues his residence and improvements and no longer. And any Indian or Indians receiving a patent for land under the

foregoing provisions shall thereby and from thenceforth become and be a citizen of the United States and be entitled to all the privileges and immunities of such citizens, and shall, at the same time, retain all his rights to benefits accruing to Indians under this treaty.

ARTICLE VII.

In order to insure the civilization of the Indians entering into this treaty, the necessity of education is admitted, especially of such of them as are or may be settled on said agricultural reservations, and they, therefore, pledge themselves to compel their children, male and female, between the ages of six and sixteen years, to attend school, and it is hereby made the duty of the agent for said Indians to see that this stipulation is strictly complied with; and the United States agrees that for every thirty children between said ages, who can be induced or compelled to attend school, a house shall be provided, and a teacher competent to teach the elementary branches of an English education shall be furnished, who will reside among said Indians and faithfully discharge his or her duties as a teacher. The provisions of this article to continue for not less than twenty years.

ARTICLE VIII.

When the head of a family or lodge shall have selected lands and received his certificate as above directed, and the agent shall be satisfied that he intends in good faith to commence cultivating the soil for a living, he shall be entitled to receive seeds and agricultural implements for the first year, not exceeding in value one hundred dollars, and for each succeeding year he shall continue to farm, for a period of three years more, he shall be entitled to receive seeds and implements as aforesaid, not exceeding in value twenty-five dollars. And it is further stipulated that such persons as commence farming shall receive instruction from the farmer herein provided for, and whenever more than one hundred persons shall enter upon the cultivation of the soil, a second blacksmith shall be provided, with such iron, steel, and other material as may be needed.

ARTICLE IX.

At any time after ten years from the making of this treaty, the United States shall have the privilege of withdrawing the physician, farmer, blacksmith, carpenter, engineer, and miller herein provided for, but in case of such withdrawal, an additional sum thereafter of ten thousand dollars per annum shall be devoted to the education of said Indians, and the Commissioner of Indian Affairs shall, upon careful inquiry into their condition, make such rules and regulations for the expenditure of said sums as will best promote the education and moral improvement of said tribes.

ARTICLE X.

In lieu of all sums of money or other annuities provided to be paid to the Indians herein named under any treaty or treaties heretofore made, the United States agrees to deliver at the agency house on the reservation herein named, on or before the first day of August of each year, for thirty years, the following articles, to wit:

For each male person over 14 years of age, a suit of good substantial woollen clothing, consisting of coat, pantaloons, flannel shirt, hat, and a pair of home-made socks.

For each female over 12 years of age, a flannel shirt, or the goods necessary to make it, a pair of woollen hose, 12 yards of calico, and 12 yards of cotton domestics.

For the boys and girls under the ages named, such flannel and cotton goods as may be needed to make each a suit as aforesaid, together with a pair of woollen hose for each.

And in order that the Commissioner of Indian Affairs may be able to estimate properly for the articles herein named, it shall be the duty of the agent each year to forward to him a full and exact census of the Indians, on which the estimate from year to year can be based.

And in addition to the clothing herein named, the sum of \$10 for each person entitled to the beneficial effects of this treaty shall be annually appropriated for a period of 30 years, while such persons roam and hunt, and \$20 for each person who engages in farming, to be used by the Secretary of the Interior in the purchase of such articles as from time to time the condition and necessities of the Indians may indicate to be proper. And if within the 30 years, at any time, it shall appear that the amount of money needed for clothing, under this article, can be appropriated to better uses for the Indians named herein, Congress may, by law, change the appropriation to other purposes, but in no event shall the amount of the appropriation be withdrawn or discontinued for the period named. And the President shall annually detail an officer of the army to be present and attest the delivery of all the goods herein named, to the Indians, and he shall inspect and report on the quantity and quality of the goods and the manner of their delivery. And it is hereby expressly stipulated that each Indian over the age of four years, who shall have removed to and settled permanently upon said reservation, one pound of meat and one pound of flour per day, provided the Indians cannot furnish their own subsistence at an earlier date. And it is further stipulated that the United States will furnish and deliver to each lodge of Indians or family of persons legally incorporated with the, who shall remove to the reservation herein described and commence farming, one good American cow, and one good well-broken pair of American oxen within 60 days after such lodge or family shall have so settled upon said reservation.

ARTICLE XI.

In consideration of the advantages and benefits conferred by this treaty and the many pledges of friendship by the United States, the tribes who are parties to this agreement hereby stipulate that they will relinquish all right to occupy permanently the territory outside their reservations as herein defined, but yet reserve the right to hunt on any lands north of North Platte, and on the Republican Fork of the Smoky Hill river, so long as the buffalo may range thereon in such numbers as to justify the chase. And they, the said Indians, further expressly agree:

1st. That they will withdraw all opposition to the construction of the railroads now being built on the plains.

2d. That they will permit the peaceful construction of any railroad not passing over their reservation as herein defined.

3d. That they will not attack any persons at home, or travelling, nor molest or disturb any wagon trains, coaches, mules, or cattle belonging to the people of the United States, or to persons friendly therewith.

4th. They will never capture, or carry off from the settlements, white women or children.

5th. They will never kill or scalp white men, nor attempt to do them harm.

6th. They withdraw all pretence of opposition to the construction of the railroad now being built along the Platte river and westward to the Pacific ocean, and they will not in future object to the construction of railroads, wagon roads, mail stations, or other works of utility or necessity, which may be ordered or permitted by the laws of the United States. But should such roads or other works be constructed on the lands of their reservation, the government will pay the tribe whatever amount of damage may be assessed by three disinterested commissioners to be appointed by the President for that purpose, one of the said commissioners to be a chief or headman of the tribe.

7th. They agree to withdraw all opposition to the military posts or roads now established south of the North Platte river, or that may be established, not in violation of treaties heretofore made or hereafter to be made with any of the Indian tribes.

ARTICLE XII.

No treaty for the cession of any portion or part of the reservation herein described which may be held in common, shall be of any validity or force as against the said Indians unless executed and signed by at least three-fourths of all the adult male Indians occupying or interested in the same, and no cession by the tribe shall be understood or construed in such manner as to deprive, without his consent, any individual member of the tribe of his rights to any tract of land selected by him as provided in Article VI of this treaty.

ARTICLE XIII.

The United States hereby agrees to furnish annually to the Indians the physician, teachers, carpenter, miller, engineer, farmer, and blacksmiths, as herein contemplated, and that such appropriations shall be made from time to time, on the estimate of the Secretary of the Interior, as will be sufficient to employ such persons.

ARTICLE XIV.

It is agreed that the sum of five hundred dollars annually for three years from date shall be expended in presents to the ten persons of said tribe who in the judgment of the agent may grow the most valuable crops for the respective year.

ARTICLE XV.

The Indians herein named agree that when the agency house and other buildings shall be constructed on the reservation named, they will regard said reservation their permanent home, and they will make no permanent settlement elsewhere; but they shall have the right, subject to the conditions and modifications of this treaty, to hunt, as stipulated in Article XI hereof.

ARTICLE XVI.

The United States hereby agrees and stipulates that the country north of the North Platte river and east of the summits of the Big Horn mountains shall be held and considered to be unceded. Indian territory, and also stipulates and agrees that no white person or persons shall be permitted to settle upon or occupy any portion of the same; or without the consent of the Indians, first had and obtained, to pass through the same; and it is further agreed by the United States, that within ninety days after the conclusion of peace with all the bands of the Sioux nation, the military posts now established in the territory in this article named shall be abandoned, and that the road leading to them and by them to the settlements in the Territory of Montana shall be closed.

ARTICLE XVII.

It is hereby expressly understood and agreed by and between the respective parties to this treaty that the execution of this treaty and its ratification by the United States Senate shall have the effect, and shall be construed as abrogating and annulling all treaties and agreements heretofore entered into between the respective parties hereto, so far as such treaties and agreements obligate the United States to furnish and provide money, clothing, or other articles of property to such Indians and bands of Indians as become parties to this treaty, but no further.

In testimony of all which, we, the said commissioners, and we, the chiefs and headmen of the Brule band of the Sioux nation, have hereunto set our hands and seals at Fort Laramie, Dakota Territory, this twenty-ninth day of April, in the year one thousand eight hundred and sixty-eight.

N. G. TAYLOR,
W. T. SHERMAN,
Lieutenant General
WM. S. HARNEY,
Brevet Major General U.S.A.
JOHN B. SANBORN,
S. F. TAPPAN,
C. C. AUGUR,
Brevet Major General
ALFRED H. TERRY,
Brevet Major General U.S.A.
Attest:
A. S. H. WHITE, Secretary.

Executed on the part of the Brule band of Sioux by the chiefs and headman whose names are hereto annexed, they being thereunto duly authorized, at Fort Laramie, D. T., the twenty-ninth day of April, in the year A. D. 1868.

MA-ZA-PON-KASKA, his X mark, Iron Shell.
WAH-PAT-SHAH, his X mark, Red Leaf.
HAH-SAH-PAH, his X mark, Black Horn.
ZIN-TAH-GAH-LAT-WAH, his X mark, Spotted Tail.
ZIN-TAH-GKAH, his X mark, White Tail.
ME-WAH-TAH-NE-HO-SKAH, his X mark, Tall Man.
SHE-CHA-CHAT-KAH, his X mark, Bad Left Hand.
NO-MAH-NO-PAH, his X mark, Two and Two.
TAH-TONKA-SKAH, his X mark, White Bull.
CON-RA-WASHTA, his X mark, Pretty Coon.
HA-CAH-CAH-SHE-CHAH, his X mark, Bad Elk.
WA-HA-KA-ZAH-ISH-TAH, his X mark, Eye Lance.
MA-TO-HA-KE-TAH, his X mark, Bear that looks behind.
BELLA-TONKA-TONKA, his X mark, Big Partisan.
MAH-TO-HO-HONKA, his X mark, Swift Bear.
TO-WIS-NE, his X mark, Cold Place.
ISH-TAH-SKAH, his X mark, White Eye.
MA-TA-LOO-ZAH, his X mark, Fast Bear.
AS-HAH-HAH-NAH-SHE, his X mark, Standing Elk.
CAN-TE-TE-KI-YA, his X mark, The Brave Heart.
SHUNKA-SHATON, his X mark, Day Hawk.
TATANKA-WAKON, his X mark, Sacred Bull.
MAPIA SHATON, his X mark, Hawk Cloud.
MA-SHA-A-OW, his X mark, Stands and Comes.

SHON-KA-TON-KA, his X mark, Big Dog.

Attest:

ASHTON S. H. WHITE, Secretary of Commission.
GEORGE B. WITHS, Phonographer to Commission.
GEO. H. HOLTZMAN.
JOHN D. HOWLAND.
JAMES C. O'CONNOR.
CHAR. E. GUERN, Interpreter.
LEON T. PALLARDY, Interpreter.
NICHOLAS JANIS, Interpreter.

Executed on the part of the Ogallalla band of Sioux by the chiefs and headmen whose names are hereto subscribed, they being thereunto duly authorized, at Fort Laramie, the 25th day of May, in the year A. D. 1868.

TAH-SHUN-KA-CO-QUI-PAH, his mark, Man-afraid-of-his-horses.
SHA-TON-SKAH, his X mark, White Hawk.
SHA-TON-SAPAH, his X mark, Black Hawk.
EGA-MON-TON-KA-SAPAH, his X mark, Black Tiger

OH-WAH-SHE-CHA, his X mark, Bad Wound.
PAH-GEE, his X mark, Grass.
WAH-NON SAH-CHE-GEH, his X mark, Ghost Heart.
COMECH, his X mark, Crow.
OH-HE-TE-KAH, his X mark, The Brave.
TAH-TON-KAH-HE-YO-TA-KAH, his X mark, Sitting Bull.
SHON-KA-OH-WAH-MEN-YE, his X mark, Whirlwind Dog.
HA-KAH-KAH-TAH-MIECH, his X mark, Poor Elk.
WAM-BU-LEE-WAH-KON, his X mark, Medicine Eagle.
CHON-GAH-MA-HE-TO-HANS-KA, his X mark, High Wolf.
WAH-SECHUN-TA-SHUN-KAH, his X mark, American Horse.
MAH-KAH-MAH-HA-MAK-NEAR, his X mark, Man that walks under the ground.
MAH-TO-TOW-PAH, his X mark, Four Bears.
MA-TO-WEE-SHA-KTA, his X mark, One that kills the bear.
OH-TAH-KEE-TOKA-WEE-CHAKTA, his X mark, One that kills in a hard place.
TAH-TON-KAH-TA-MIECH, his X mark, The Poor Bull.
OH-HUNS-EE-GA-NON-SKEN, his X mark, Mad Shade.
SHAH-TON-OH-NAH-OM-MINNE-NE-OH-MINNE, his X mark, Whirling hawk.
MAH-TO-CHUN-KA-OH, his X mark, Bear's Back.
CHE-TON-WEE-KOH, his X mark, Fool Hawk.
WAH-HOH-KE-ZA-AH-HAH, his X mark,
EH-TON-KAH, his X mark, Big Mouth.
MA-PAH-CHE-TAH, his X mark, Bad Hand.
WAH-KE-YUN-SHAH, his X mark, Red Thunder.
WAK-SAH, his X mark, One that Cuts Off.
CHAH-NOM-QUI-YAH, his X mark, One that Presents the Pipe.
WAH-KE-KE-YAN-PUH-TAH, his X mark, Fire Thunder.
MAH-TO-NONK-PAH-ZE, his X mark, Bear with Yellow Ears.
CON-REE-TEH-KA, his X mark, The Little Crow.
HE-HUP-PAH-TOH, his X mark, The Blue War Club.
SHON-KEE-TOH, his X mark, The Blue Horse.
WAM-BALLA-OH-CONQUO, his X mark, Quick Eagle.
TA-TONKA-SUPPA, his X mark, Black Bull.
MOH-TOH-HA-SHE-NA, his X mark, The Bear Hide.
Attest:
S. E. WARD.
JAS. C. O'CONNOR.
J. M. SHERWOOD.
W. C. SLICER.
SAM DEON.
H. M. MATHEWS.
JOSEPH BISS

NICHOLAS JANIS, Interpreter.

LEFROY JOTT, Interpreter.

ANTOINE JANIS, Interpreter.

Executed on the part of the Minneconjou band of Sioux by the chiefs and headmen whose names are hereunto subscribed, they being thereunto duly authorized.

HEH-WON-GE-CHAT, his X mark, One Horn.

OH-PON-AH-TAH-E-MANNE, his X mark, The Elk that Bellows Walking.

HEH-HO-LAH-ZEH-CHA-SKAH, his X mark, Young White Bull.

WAH-CHAH-CHUM-KAH-COH-KEEPAH, his X mark, One that is Afraid of Shield.

HE-HON-NE-SHAKTA, his X mark, The Old Owl.

MOC-PE-A-TOH, his X mark, Blue Cloud.

OH-PONG-GE-LE-SKAH, his X mark, Spotted Elk.

TAH-TONK-KA-HON-KE-SCHUE, his X mark, Slow bull.

SHONK-A-NEE-SHAH-SHAH-ATAH-PE, his X mark, The Dog Chief.

MA-TO-TAH-TA-TONK-KA, his X mark, Bull Bear.

WOM-BEH-LE-TON-KAH, his X mark, The Big Eagle.

MATOH, EH-SCHNE-LAH, his X mark, The Lone Bear.

MA-TOH-OH-HE-TO-KEH, his X mark, The Brave Bear.

EH-CHE-MA-KEH, his X mark, The Runner.

TI-KI-YA, his X mark, The Hard.

HE-MA-ZA, his X mark, Iron Horn.

Attest:

JAS. C O'CONNOR,

WM. D. BROWN,

NICHOLAS JANIS,

ANTOINE JANIS,

Interpreters.

Executed on the part of the Yanctonais band of Sioux by the chiefs and headmen whose names are hereto subscribed, they being thereunto duly authorized:

MAH-TO-NON-PAH, his X mark, Two Bears.

MA-TO-HNA-SKIN-YA, his X mark, Mad Bear.

HE-O-PU-ZA, his X mark, Louzy.

AH-KE-CHE-TAH-CHE-KA-DAN, his X mark, Little Soldier.

MAH-TO-E-TAN-CHAN, his X mark, Chief Bear.

CU-WI-TO-WIA, his X mark, Rotten Stomach.

SKUN-KA-WE-TKO, his X mark, Fool Dog.

ISH-TA-SAP-PAH, his X mark, Black Eye.

IH-TAN-CHAN, his X mark, The Chief.

I-A-WI-CA-KA, his X mark, The One who Tells the Truth.

AH-KE-CHE-TAH, his X mark, The Soldier.

TA-SHI-NA-GI, his X mark, Yellow Robe.
NAH-PE-TON-KA, his X mark, Big Hand.
CHAN-TEE-WE-KTO, his X mark, Fool Heart.
HOH-GAN-SAH-PA, his X mark, Black Catfish.
MAH-TO-WAH-KAN, his X mark, Medicine Bear.
SHUN-KA-KAN-SHA, his X mark, Red Horse.
WAN-RODE, his X mark, The Eagle.
CAN-HPI-SA-PA, his X mark, Black Tomahawk.
WAR-HE-LE-RE, his X mark, Yellow Eagle.
CHA-TON-CHE-CA, his X mark, Small Hawk, or Long Fare.
SHU-GER-MON-E-TOO-HA-SKA, his X mark, Fall Wolf.
MA-TO-U-TAH-KAH, his X mark, Sitting Bear.
HI-HA-CAH-GE-NA-SKENE, his X mark, Mad Elk.
Arapahoes.
LITTLE CHIEF, his X mark.
TALL BEAR, his X mark.
TOP MAN, his X mark.
NEVA, his X mark.
THE WOUNDED BEAR, his X mark.
WHIRLWIND, his X mark.
THE FOX, his X mark.
THE DOG BIG MOUTH, his X mark.
SPOTTED WOLF, his X mark.
SORREL HORSE, his X mark.
BLACK COAL, his X mark.
BIG WOLF, his X mark.
KNOCK-KNEE, his X mark.
BLACK CROW, his X mark.
THE LONE OLD MAN, his X mark.
PAUL, his X mark.
BLACK BULL, his X mark.
BIG TRACK, his X mark.
THE FOOT, his X mark.
BLACK WHITE, his X mark.
YELLOW HAIR, his X mark.
LITTLE SHIELD, his X mark.
BLACK BEAR, his X mark.
WOLF MOCASSIN, his X mark.
BIG ROBE, his X mark.
WOLF CHIEF, his X mark.
Witnesses:
ROBERT P. MCKIBBIN,

Captain 4th Infantry, and Bvt. Lieut. Col. U. S. A.,
Commanding Fort Laramie.

WM. H. POWELL,

Brevet Major, Captain 4th Infantry.

HENRY W. PATTERSON,

Captain 4th Infantry.

THEO E. TRUE,

Second Lieutenant 4th Infantry.

W. G. BULLOCK.

FORT LARAMIE, WYOMING TERRITORY

November 6, 1868.

MAH-PI-AH-LU-TAH, his X mark, Red Cloud.

WA-KI-AH-WE-CHA-SHAH, his X mark, Thunder Man.

MA-ZAH-ZAH-GEH, his X mark, Iron Cane.

WA-UMBLE-WHY-WA-KA-TUYAH, his X mark, High Eagle.

KO-KE-PAH, his X mark, Man Afraid.

WA-KI-AH-WA-KOU-AH, his X mark, Thunder Flying Running.

Witnesses:

W. MCE. DYE,

Brevet Colonel U. S. Army,

Commanding.

A. B. CAIN,

Captain 4th Infantry, Brevet Major U. S. Army.

ROBT. P. MCKIBBIN,

Captain 4th Infantry, Bvt. Lieut. Col. U. S. Army.

JNO. MILLER,

Captain 4th Infantry.

G. L. LUHN,

First Lieutenant 4th Infantry, Bvt. Capt. U. S. Army.

H. C. SLOAN,

Second Lieutenant 4th Infantry.